quate notice of the real cause of action before the running of the statute. *Cf. Atlanta, Knoxville, & Northern Ry. Co.* v. *Smith*, 1 Ga. App. 162, 168. But as the daughters were entirely new parties, their joinder was properly denied.

PUBLIC OFFICERS — COMPENSATION — RELATIVE RIGHTS OF DE JURE AND DE FACTO OFFICERS. — A *de jure* officer of a municipal corporation sued a *de facto* officer to recover the fees incident to the office in question. *Held*, that the *de facto* officer can set off the expenses incurred in earning the fees. *Albright* v. *Sandoval*, 30 Sup. Ct. 318.

A *de facto* officer cannot recover any compensation for his services. *Smith* v. *Van Buren County*, 125 Ia. 454; *McGillic* v. *Corby*, 37 Mont. 249. But a *de jure* officer is given all the emoluments of his office, even if he has been working elsewhere. *Bullis* v. *City of Chicago*, 235 Ill. 472. But *cf. Hansen* v. *Mayor of Jersey City*, 71 Atl. 1116 (N. J.). Yet if the city has paid the *de facto* officer, the weight of authority denies recovery to the *de jure* officer. *Board of Commissioners of El Paso County* v. *Rohde*, 41 Colo. 258. *Contra, Rassmussen* v. *Board of Commissioners*, 8 Wyo. 277. Under such circumstances, however, the *de jure* officer can get compensation from the usurper of his office. *Kreitz* v. *Behrensmeyer*, 149 Ill. 496. The principal case is supported by authority in giving the rightful incumbent only the amount he would have profited by the position. *Henderson* v. *Kornig*, 91 S. W. 88 (Mo.); *Bier* v. *Gorrell*, 30 W. Va. 95. These cases evidently take as the measure of damages the injury caused by the usurpation. Although this view justifies the deduction of the expenses incident to the office, it should require the damages to include not only the fees of the office but also some recompense for the loss of a public position by the plaintiff. By what is considered the correct view, the plaintiff should recover the total salary or fees, by suit against either the city, or the usurper, as a recipient of a sum of money due to the plaintiff, for the emoluments of an office are incident to the right to the office. See 15 HARV. L. REV. 675.

RELEASE — REQUISITES AND VALIDITY — RELEASE OF CAUSE OF ACTION VOID AT LAW BY FRAUD. — The plaintiff, an illiterate employee of the defendant, was injured through the latter's fault. The defendant paid him wages for the time he would be incapacitated and obtained his signature to a release which the plaintiff was led to believe was merely a receipt. The plaintiff sued without tendering back the money paid him. *Held*, that the plaintiff can recover. *Herman* v. *P. H. Fitzgibbons Boiler Co.*, 120 N. Y. Supp. 1074 (Sup. Ct. App. Div.).

Fraud improperly inducing consent is generally considered an equitable ground for avoiding an agreement. *Smith* v. *Ryan*, 191 N. Y. 452; *Gould* v. *The Cayuga County Nat. Bank*, 86 N. Y. 75; *Thayer* v. *Turner*, 8 Met. (Mass.) 550. Again, fraud may lead a man to believe he is signing an instrument wholly different from the one he is in fact signing. There the fraud goes to the essence of the matter and the obligor has never in fact consented. If the signer is blind or illiterate and is thus misled as to the nature of the instrument a plea of *non est factum* is good. *Thoroughgood's Case*, 2 Coke *9 b (444); *County of Schuylkill* v. *Copley*, 67 Pa. St. 386, 389. This distinction governs releases of causes of action. If the plaintiff knew he was releasing the cause of action, but was induced to do so by fraud, he must tender back the consideration and rescind the release before he can recover on the original claim. *Barker* v. *Northern Pac. Ry. Co.*, 65 Fed. 460; *Och* v. *Mo. K. & T. Ry. Co.*, 130 Mo. 27. But when the plaintiff had no intent to release and has been led to believe that the money was paid him in part satisfaction or for wages, and that the release was merely a receipt, then there is no compromise, the release is void, and therefore rescission and tender back are not necessary. *Mullen* v. *Old Colony Ry.*, 127 Mass. 86; *Cleary* v. *Municipal Electric Light Co.*, 47 N. Y. St. Rep. 172, 139 N. Y. 643; *Chicago, R. I. & Pac. Ry. Co.* v. *Lewis*, 13 Ill. App. 166.